

FINAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS
Shelly Monroe and the Santee Elementary School District

This Final Settlement and General Release ("Agreement") is made and entered into by and between Parent Shelly Monroe ("Parent") on behalf of herself and her children [REDACTED] ("Students") and the Santee Elementary School District ("District") (Parent, Students and the District shall be referred to as "Parties"). This Agreement is made for the following purposes and with reference to the facts contained herein.

RECITALS

WHEREAS, the DISTRICT and Parent wish to resolve all disputes and controversies existing between them including, but not limited to, any and all claims related to Students' enrollment in the District and any and all claims that are raised or might have been raised in this Agreement.

WHEREAS, this Agreement shall not in any way be construed as an admission by any party that it has acted wrongfully with respect to the other party or any other related person or entity, or that any party has any rights whatsoever against any other party.

AGREEMENT

NOW, THEREFORE, for full and valuable consideration and based upon the foregoing recitals, terms, conditions, covenants and agreements contained herein, the parties hereto agree as follows:

1. Conditioned on Parent and Students maintaining residency within the District boundaries during the pendency of this Agreement and the Students' being accepted to attend a school district within the County of San Diego pursuant to an inter-district permit, the District will reimburse Parent for two daily round trips transporting Students to and from their school of attendance at the IRS business mileage rate on the date mileage occurs. Parties agree to the following additional terms:

a. The maximum daily mileage that Parent will be reimbursed is sixty (60) miles. Parent agrees that she will be solely responsible for any mileage that exceeds 60 miles and will not be entitled to any reimbursement for mileage that exceeds the daily limit described in this paragraph.

b. Parent will only be reimbursed for mileage on days when at least one (1) Student attends school.

c. Parent will be paid mileage on a monthly basis according to the number of days at least one student attended school. Parent agrees that the District has authorization to contact and receive students' attendance records from the school of attendance. Parent agrees to sign any release forms that the school of attendance may require to release student attendance records.

d. Parent will receive reimbursement for mileage incurred for the remainder of the 2015-2016 school year, ending on or before June 30, 2016. Parent agrees that she will not be entitled to reimbursement if the Students attend school outside of the District beyond the 2015-2016 school year.

2. Parent agrees to withdraw any complaints she has filed with the District and/or any complaints or charges concerning the District with any governmental agency, including but not limited to the Department of Fair Employment and Housing, and the Equal Employment Opportunity Commission. Parent shall withdraw any such complaints or charges in writing, copied to the Superintendent.

3. Parent understands and acknowledges her right to discuss this Agreement with an attorney, and to the extent they desire, she has availed herself of that right.

4. This Agreement contains the sole and entire agreement and understanding of the parties.

5. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

6. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, heirs, and personal representatives.

7. This Agreement is entered into pursuant to the laws of the State of California and United States and shall be interpreted pursuant to those laws, and is enforceable in any state or federal court of competent jurisdiction.

8. The District and the Parent, on behalf of herself and Students hereby fully release and discharge each other from any and all claims, damages, liabilities, rights and complaints of whatever kind or nature arising or related to Students' enrollment in the District through and including the first date Students are withdrawn from the District.

9. Parent, Students, and any and all of their successors, heirs, and assigns, agree that this Agreement shall be deemed a full and complete settlement, release, and waiver of any and all existing claims asserted and un-asserted by Parent, Students, and each of them, against District, its Board Members, Agents, Officers, attorneys, and employees¹ through and including the first date Students are withdrawn from the District. Parent and Students waive any and all rights that they may have under Section 1542 of the California Civil Code as to unknown or suspected claims. Said section reads as follows:

¹ As to the District, such releases, discharges and waivers include each past, present and future individual members of the Governing Board of Education (and collectively as the fully constituted Governing Board of Education) and each and every past, present and future officer, employee, agent, attorney, successor, assign and representative of the District.

Section 1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known to him or her must materially affect his or her settlement with the debtor.

Parent hereby represents that she understands and acknowledges the significance and consequences of this specific waiver of California Civil Code section 1542, and hereby assumes full responsibility for any injuries, damage, loss, or liability she and/or Students may hereinafter discover.

10. This Agreement may be executed in counterparts all of which, when combined, shall constitute this entire Agreement. A facsimile signature, also known as a "fax" signature shall be deemed an original signature.

11. Except for purposes of enforcement of this Agreement, or in the context of the attorney-client and advocate-client relationship, or communications with the District concerning the provision of services, including those contained within this Agreement, the terms and conditions of this Agreement are confidential. This agreement may also be disclosed in accordance with applicable law, including, but not limited to, the California Public Records Act.

12. Parent on behalf of herself and Students agrees and understands that the District shall have no obligation under this Agreement should Parent or Students relocate from the jurisdictional limits of the District. If Parent or Students relocate outside of the District's boundaries at any time during which this Agreement is in effect, all payments due to Parent under this Agreement shall be entirely terminated. Parent shall immediately notify the District in writing of the new address. Parent agrees to provide proof of Parent and Students' residency upon request from the District during the pendency of this Agreement.

13. For purposes of this Agreement, no party shall be deemed the "prevailing party" for any purpose whatsoever including attorney's fees, costs, advocate fees, witness fees, expert fees, and/or any and all other costs and fees.

14. This Agreement is not considered "fully executed" until it has been approved and/or ratified by the District's Governing Board. In the event the Governing Board fails to approve and/or ratify this Agreement, the Agreement in its entirety is considered null and void.

The undersigned declare that they have read this Agreement consisting of four (4) typewritten pages and freely enter into this final Agreement.

APPROVED AND ACCEPTED:

By: _____

Dated: _____

Shelly Monroe,
Parent of



By: _____

Dated: _____

Cathy A. Pierce, Ed.D., Superintendent
Santee Elementary School District